

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of a portion of the claim referenced in this evidence and notice.

Elliott Associates, L.P.

Name of Transferee

Citigroup Global Markets Inc.

Name of Transferor

Name and Address where notices to transferee should be sent:  
C/O ELLIOTT MANAGEMENT CORPORATION  
40 West 57<sup>th</sup> Street  
New York, N.Y. 10019  
Attn: Michael Stephan  
Email mstephan@elliottmgmt.com  
Phone: (212) 478-2310  
Fax: (212) 478-2311  
Last Four Digits of Acct #: \_\_\_\_\_

Court Claim #: 55393  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 10/29/2009  
Court Claim #: 55394  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 10/29/2009  
Court Claim #: 55403  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 10/29/2009  
Court Claim #: 55852  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 10/29/2009  
Court Claim #: 58916  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 10/30/2009  
Court Claim #: 60625  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 10/30/2009  
Court Claim #: 66962  
Amount of Claim: Please see attached schedule  
Date Claim Filed: 7/28/2010

Phone: \_\_\_\_\_  
Last Four Digits of Acct#: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Elliott Associates, L.P.

By: Elliott Capital Advisors, L.P., as general partner

By: Braxton Associates, Inc., as general partner  
Transferee's Agent

Date: May 8, 2012

By: \_\_\_\_\_

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Elliot Greenberg, Vice President

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Citigroup Global Markets Inc. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Elliott Associates, L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Seller or Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim, including for clarity, all amounts distributed on or after the trade date of March 9, 2012 (the "Trade Date"), whether or not the Trade Date is before, on or after any record date with respect to any such amount, or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the Prior Seller.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; and, as of March 17, 2012, Seller owned and had good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller and, on or prior to March 17, 2012, all filings required to evidence Seller's title to the Transferred Claim had been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) the Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount for each Proof of Claim referenced in Schedule 1 and as of the date hereof, Seller has not received any revised Notice of Proposed Allowed Claim Amount; (h) there are no objections to the Transferred Claims and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents; and (i) other

than the distribution made by the Debtor on April 17, 2012, no distributions, proceeds, assets, cash or other amounts have been received by Seller in respect of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.

5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

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IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 8 day of May, 2012.

**Citigroup Global Markets Inc.**

By:   
Name: Scott R. Evan  
Title: Authorized Signatory

Address:

390 Greenwich Street, 4<sup>th</sup> Floor  
New York, New York 10013

**ELLIOTT ASSOCIATES, L.P.**

By: Elliott Capital Advisors, L.P., General Partner  
By: Braxton Associates, Inc., General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

40 W. 57th Street, 4th Floor  
New York, NY 10019

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 8 day of May 2012.

**Citigroup Global Markets Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

390 Greenwich Street, 4<sup>th</sup> Floor  
New York, New York 10013

**ELLIOTT ASSOCIATES, L.P.**

By: Elliott Capital Advisors, L.P., General Partner  
By: Braxton Associates, Inc., General Partner

By: \_\_\_\_\_  
Name: ELLIOT GREENBERG  
Title: VICE PRESIDENT

Address:

40 W. 57th Street, 4th Floor  
New York, NY 10019

**Schedule 1**

**Transferred Claims**

**Purchased Claims**

**Lehman Programs Securities to which Transfer Relates**

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/ Notional Amount	Maturity	Proof of Claim Number	Claim Amount in USD (as of Proof of Claim Filing Date)
LEHMAN BROS TSY BSK1 0% 29-JAN-2010 (~)	XS0342945184	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 595,000.00	1/29/2010	55393	595,000.00
LEHMAN BROS TSY MTN1 1% 10-MAR-2023 (~)	XS0350187604	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 669,000.00	3/10/2023	55393	950,046.90
LEHMAN BROS TSY BV 0% MTN 10/27/25	XS0232569086	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 50,000,000.00	10/27/2025	55852	474,743.50
LEHMAN BROS TSY 0% 24-AUG-2011 (~)	AU300LBTC029	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD 833,333.33	8/24/2011	60625	671,833.33
LEHMAN BROS TSY 0% 24-AUG-2011 (~)	AU300LBTC029	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD 166,666.67	8/24/2011	58916	134,366.67

LEHMAN BROS TSY BSKT EMTN 0% 8/13/10	XS0306901330	Lehman Treasury Co. B.V.	Inc.	USD 24,464.43	8/13/2010	55394	24,464.43
LEHMAN BROS TSY BSKT EMTN 0% 8/13/10	XS0306901330	Lehman Treasury Co. B.V.	Inc.	USD 869,535.57	8/13/2010	55403	869,535.57
LEHMAN BROS TSY EMTN 0% 3/14/11	XS0344576110	Lehman Treasury Co. B.V.	Inc.	EUR 706,602.54	3/14/2011	55403	1,003,446.26
LEHMAN BROS TSY EMTN 0% 3/14/11	XS0344576110	Lehman Treasury Co. B.V.	Inc.	EUR 93,397.46	3/14/2011	55394	132,633.83
LEHMAN BROTHERS TREASURY CO B.V FRN 12/13/09 HUF	XS0325772456	Lehman Treasury Co. B.V.	Inc.	HUF 40,500,000.00	12/13/2009	55403	237,983.30
LEHMAN BROS TSY EMTN % 13-MAY-2012 (ID)	XS0354043258	Lehman Treasury Co. B.V.	Inc.	EUR 257,000.00	5/13/2012	55403	364,965.70
LEHMAN BROS TSY BSKT EMTN 0% 9/7/10	XS0312086530	Lehman Treasury Co. B.V.	Inc.	USD 978,000.00	9/7/2010	55403	978,000.00

LEHMAN BROS TSY EMTN 0% 02-FEB-2011 (GF)	XS0255689589	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 824,000.00	2/2/2011	55403	1,170,162.40
LEHMAN BROS TSY 0% 9/7/10	XS0312086704	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 880,000.00	9/7/2010	55403	1,249,688.00
LEHMAN BROS TSY EMTN 0% 31-JAN-2011 (ID)	XS0277722772	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HUF 203,700,000.00	1/31/2011	55403	1,196,967.92
LEHMAN BROS TSY SX5E 0% 17-JUN-2010 (LX)	XS0222198631	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 210,000.00	6/17/2010	66962	210,000.00
LEHMAN BROS TSY 0% 3/4/10	XS0350105135	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 280,000.00	3/4/2010	66962	396,900.00
LEHMAN BROS TSY BSKT 0% 21-DEC-2009	XS0335758586	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 310,000.00	12/21/2009	66962	439,070.63
LEHMAN BROS TSY SX5E 0% 01-AUG-2012 (LX)	XS0225471431	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 380,000.00	8/1/2012	66962	539,638.00
LEHMAN BROS TSY SX5E 0% 27-MAY-2011 (LX)	XS0219677423	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 525,000.00	5/27/2011	66962	744,187.50



LEHMAN BROS TSY BSKT 0% 2/28/11	XS0244837547	Lehman Treasury Co. B.V.	Inc.	EUR 560,000.00	2/28/2011	66962	793,800.00
LEHMAN BROS TSY BSKT 0% 3/24/11	XS0247770067	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 630,000.00	3/24/2011	66962	894,663.00
LEHMAN BROS TSY EMTN 0% 09/28/13	XS0247984965	Lehman Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 870,000.00	9/28/2013	66962	1,235,487.00